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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

Fleetway Leasing Company, and	:	
FMC2, Inc.	:	
	:	Civil Action No.
Plaintiffs,	:	
	:	
v.	:	
	:	
Broad Hill Management Inc. d/b/a	:	
Action Car Rental, and	:	
Zvi Hollander,	:	
	:	
Defendants.	:	
	:	

COMPLAINT

Parties

1. Plaintiff, Fleetway Leasing Company, is a Pennsylvania corporation with a principal place of business at 336 West Street Road, Feasterville, PA 19053.
2. Plaintiff, FMC2, Inc., is a Pennsylvania corporation with a principal place of business at 336 West Street Road, Feasterville, PA 19053

3. Defendant, Broad Hill Management Inc., is a New Jersey corporation doing business as Action Car Rental, Inc., with a principal place of business at 700-76 Broadway, Westwood, NJ 07675.

4. Defendant, Zvi Hollander, is an adult individual residing at 32 Gateway Drive, Great Neck, NY 11021.

Jurisdiction and Venue

5. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(a) because there is complete diversity of citizenship and the amount in controversy for each Plaintiff exceeds \$75,000, including damages, attorney's fees under the parties' contracts, and the value of the Plaintiffs' cars which are physically in the possession of the Defendants, and exclusive of interest and costs. Fleetway Leasing Company is owed \$71,464.64 under its agreements with the Defendants; however, Fleetway Leasing Company is entitled to additional damages for the value of vehicles which have not been returned, attorney's fees under the agreements, and the return of its vehicles currently in the Defendants' possession, which in aggregate exceeds the jurisdictional amount. FMC2, Inc. is owed \$52,105.03 under its agreements with the Defendants; however, FMC2, Inc. is entitled to additional damages for the value of vehicles which have not been returned, attorney's fees under the agreements, and the return of its vehicles currently in the Defendants' possession, which in aggregate exceeds the jurisdictional amount.

6. Venue is proper because of choice of venue clauses in the agreements giving rise to this litigation. (Paragraph 34 of Exhibits A-J; paragraph 37 of Exhibit K).

Summary of Case

7. This is a breach of contract case. The Plaintiffs are affiliated companies doing business as "Fleetway." They own cars and trucks, which they lease to car-rental businesses. Those businesses in turn rent or lease the vehicles to consumers. The corporate Defendant, Broad Hill Management Inc., leased 21 vehicles from the Plaintiffs under 11 separate lease agreements (Exhibits A through K). The Defendant stopped making payments, defaulted under the agreements, and refused to return the vehicles. Currently, \$123,569.67 remains due and owing. The individual Defendant, Zvi Hollander, is the principal of Broad Hill Management Inc. and a guarantor of Broad Hill Management's obligations under the agreements. *See* Lease Guaranty (Exhibit L).

Facts

8. Between April 18, 2014 and August 22, 2014, the Plaintiffs and Broad Hill Management Inc. entered into a series of nearly-identical "Master Lease Agreements." Exhibits A-J.

Exhibit A – April 18, 2014 – Fleetway Leasing Company.
Exhibit B – April 18, 2014 – Fleetway Leasing Company.
Exhibit C – May 6, 2014 – Fleetway Leasing Company.
Exhibit D – May 6, 2014 – Fleetway Leasing Company.
Exhibit E – May 20, 2014 – Fleetway Leasing Company.
Exhibit F – May 29, 2014 – Fleetway Leasing Company.
Exhibit G – July 25, 2014 – FMC2, Inc.
Exhibit H – August 4, 2014 – FMC2, Inc.

Exhibit I – August 19, 2014 – FMC2, Inc.

Exhibit J – August 22, 2014 – FMC2, Inc.

9. Each lease provided that one of the Plaintiffs would lease Broad Hill Management vehicles in exchange for monthly payments.
10. Each provided that “[Plaintiff] agrees to lease the Equipment to [Defendant] and [Defendant] hereby leases from [Plaintiff] the personal property listed in each Equipment Schedule....” *E.g.*, Exhibit A, pg. 1, ¶1.
11. In return, Broad Hill Management agreed to “pay all lease payments... in advance in such amounts... as shall be consistent with the Equipment Schedule.” *E.g.*, Exhibit A, pg. 1, ¶3.
12. On December 19, 2016, FMC2, Inc. and Broad Hill Management entered into the “Commercial Motor Vehicle Lease Agreement” for the use of more vehicles which, despite the different title, largely mirrored the language in the previous agreements. Exhibit K.
13. Broad Hill Management stopped making payments under the all 11 agreements, defaulted on its obligations, and refused to return the vehicles.
14. As of this filing, the aggregate amount of \$123,569.67 is due and owing under the agreements.
15. By failing to make payments, Broad Hill Management has defaulted and breached the Lease Agreements.

16. Specifically, by “(i) failure to pay when due and payable any lease Payment” Defendant has breached the Lease Agreements. *E.g.*, Exhibit A, pg. 3, ¶ 19.

17. The agreements further provide: “Upon an Event of Default, [Plaintiff] may, at its election and without notice or demand, exercise any one or more of the following remedies in order to protect the interest and reasonably expected profits and bargains of [Plaintiff];... (iii) declare immediately due and payable all sums due and to become due hereunder for the full term of the Lease (including any renewal or purchase options, which [Defendant] has contracted to pay)....” *E.g.*, Exhibit A, pg. 3, ¶ 19.

18. The individual Defendant, Zvi Hollander, executed a Lease Guaranty on May 6, 2014, under which he guaranteed Broad Hill Management’s obligations under the agreements. Exhibit L.

19. The Plaintiffs are also entitled to an award of attorney’s fees under the agreements. *E.g.*, Exhibit A, pg. 3, ¶ 19.

Count I

Breach of Contract Against Defendant Broad Hill Management Inc.

20. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

21. Broad Hill Management Inc. entered into the Lease Agreements (Exhibits A through K) with the Plaintiffs.

22. Pursuant to the Lease Agreements, the Plaintiffs supplied Broad Hill Management with vehicles.

23. In return, Broad Hill Management was required to make monthly payments per vehicle as defined in the schedules attached to the agreements.

24. Broad Hill Management has stopped making payments and is in default of the agreements.

25. As a result of Broad Hill Management's conduct, the Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant Broad Hill Management Inc. for an amount in excess of \$123,569.67, additional damages for the value of the vehicles that have not been returned, attorney's fees as provided in the parties' agreements, interest, costs, an order directing the Defendants to return the Plaintiffs' vehicles, and such other relief as may be appropriate.

Count II

Breach of Contract Against Defendant Zvi Hollander

26. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

27. Defendant Zvi Hollander executed the Lease Guaranty (Exhibit L), under which Zvi Hollander agreed to guaranty the obligations of Broad Hill Management under the Lease Agreements.

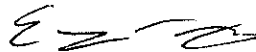
28. Defendant Broad Hill Management has failed to make payments under the agreements and currently owes \$123,569.67.

29. Despite demand, Zvi Hollander has failed to satisfy the unpaid obligations of Broad Hill Management.

30. As a result of the Defendants' conduct, the Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant Zvi Hollander for damages in excess of \$123,569.67, additional damages for the value of the vehicles that have not been returned, plus attorney's fees under the parties' agreements, interest, costs, an order directing the Defendants to return the Plaintiffs' vehicles, and such other relief as may be appropriate.

Respectfully submitted,



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